

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

MacroSolve, Inc.

Plaintiff,

v.

Southwest Airlines Co.,

Defendant.

CIVIL ACTION NO. 6:11-cv-692

JURY TRIAL DEMANDED

ORDER DISMISSING SOUTHWEST WITHOUT PREJUDICE

Having considered the joint motion of plaintiff MacroSolve, Inc. (“MacroSolve”) and defendant Southwest Airlines Co. (“Southwest”) for an order dismissing Southwest from this case without prejudice in view of a confidential termination agreement (the “Termination Agreement”), and finding good cause for the same, the Court hereby ORDERS that the motion is GRANTED.

The claims brought by MacroSolve against Southwest are hereby DISMISSED WITHOUT PREJUDICE.

MacroSolve and Southwest shall bear their own costs and attorneys fees. This dismissal will not count as a previous dismissal under Fed. R. Civ. P. 41(a)(1)(B) or Fed. R. Civ. P. 41(d).

This Court shall retain jurisdiction to enforce the Termination Agreement.

So ORDERED and SIGNED this 4th day of June, 2012.

A handwritten signature in black ink, appearing to read 'Leonard Davis', written over a horizontal line.

**LEONARD DAVIS
UNITED STATES DISTRICT JUDGE**